

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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ROSENFIELD & COMPANY, PLLC,

: Index No. 1:21-cv-03858

: Plaintiff,

- against -

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**DECLARATION OF
SARAH A. ADAM, ESQ.
IN SUPPORT OF
MOTION TO DISMISS**

TRACHTENBERG, RODES & FRIEDBERG LLP, STAR
AUTO SALES OF BAYSIDE, ICN. (d/b/a STAR TOYOTA:
OF BAYSIDE), STAR AUTO SALES OF QUEENS, LLC
(d/b/a STAR SUBARU), STAR HYUNDAI LLC (d/b/a:
STAR HYUNDAI), STARR NISSAN, INC. (d/b/a STAR
NISSAN), METRO CHRYSLER PLYMOUTH INC. (d/b/a:
STAR CHRYSLER JEEP DODGE), STAR AUTO SALES
OF QUEENS COUNTY LLF (d/b/a STAR FIAT), and:
STAR AUTO SALES OF QUEENS VILLAGE LLC (d/b/a
STAR MITSUBISHI),

Judge Jennifer L. Rochon

Defendants.

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STAR AUTO SALES OF BAYSIDE, INC. (d/b/a STAR:
TOYOTA OF BAYSIDE), STAR AUTO SALES OF
QUEENS, LLC (d/b/a STAR SUBARU), STAR HYUNDAI:
LLC (d/b/a STAR HYUNDAI), STAR NISSAN, INC.
(d/b/a STAR NISSAN), METRO CHRYSLER:
PLYMOUTH INC. (d/b/a STAR CHRYSLER JEEP
DODGE), STAR AUTO SALES OF QUEENS COUNTY:
LLC (d/b/a STAR FIAT), and STAR AUTO SALES OF
QUEENS VILLAGE LLC (d/b/a STAR MITSUBISHI), :

Third-Party Plaintiffs, :

- against - :

BARRY J. FRIEDBERG and LEONARD A. RODES, :

Third-Party Defendants.

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SARAH A. ADAM, ESQ. declares the following under penalty of perjury pursuant to 28

U.S.C. § 1746:

1. I am a partner of the law firm Lewis Brisbois Bisgaard & Smith LLP, counsel for Defendant Trachtenberg, Rodes & Friedberg LLP, and Third-Party Defendants Barry J. Friedberg, Esq., and Leonard A. Rodes, Esq. (collectively “TRF”), in the above-captioned action. I submit this declaration in support of TRF’s instant motion to dismiss Defendants/Third-Party Plaintiffs Star Auto Sales of Bayside, Inc., Star Auto Sales of Queens, LLC, Star Hyundai LLC, Star Nissan, Metro Chrysler Plymouth Inc., Star Auto Sales of Queens County LLC, and Star Auto Sales of Queens Village LLC’s (collectively “Star”) First Amended Cross-Claims and First Amended Third-Party Complaint.

2. Annexed hereto as **Exhibit A** is a true and accurate copy of the Plaintiff Rosenfield & Company’s (“R&C”) Complaint with exhibits, filed on the docket herein as ECF Doc. No. 1. Exhibit 1 to Plaintiff’s Complaint is the Engagement Letter which is also annexed hereto as **Exhibit D**. (See ECF Doc. No. 1, at p. 15.)

3. Annexed hereto as **Exhibit B** is a true and accurate copy of Star’s Defendants’ Answer with First Amended Counterclaims, First Amended Cross-Claims, and First Amended Third-Party Complaint, filed on the docket herein as ECF Doc. No. 102.

4. Annexed hereto as **Exhibit C** is a true and accurate copy of the written Retainer Agreement between Star and TRF, dated December 1, 2017 (the “Retainer Agreement”). The Retainer Agreement states, in pertinent part that “[Star] have jointly and severally retained [TRF] to represent you to consider and prosecute as mutually agreed claims against your former account, Voynow, Bayard, White & Company LLP (“Voynow”) . . . We will also work with . . . your new accountants at [R&C] as mutually agreed.” “You agree to reimburse the Firm of all such expenses.” (**Exhibit C**).

5. Annexed hereto as **Exhibit D** is a true and accurate copy of a written Engagement Letter between R&C and TRF dated October 24, 2019 (“Engagement Letter”) in connection to

Voynow. Pursuant to the 2019 Engagement Letter, R&C would provide litigation support services to TRF in relation to work performed under the Retainer Agreement. The 2019 Engagement Letter states in pertinent part that “The retention shall be as of December 1, 2017, and [R&C] has worked and will continue to work under the direction of Counsel. . . [Star] will be solely responsible for payment of all such fees and expenses.”(**Exhibit B**, at p. 20, ¶ 30; *see Exhibit D.*)

6. Annexed hereto as **Exhibit E** are true and accurate copies of invoices sent from TRF to Star regarding services rendered pursuant to the Retainer Agreement.

7. Annexed hereto as **Exhibit F** is a copy of a spreadsheet summary of all invoices and their status sent to Star regarding services rendered pursuant to the Retainer Agreement.

Dated: New York, New York
October 14, 2022

LEWIS BRISBOIS BISGAARD & SMITH LLP

By: /s/ Sarah A. Adam
Mark K. Anesh, Esq.
Mark.Anesh@lewisbrisbois.com
Sarah A. Adam, Esq.
Sarah.Adam@lewisbrisbois.com

77 Water Street, Suite 2100
New York, New York 10005
Tel.: (212) 232-1300
Fax: (212) 232-1399

Attorneys for Defendants Trachtenberg Rodes & Friedberg LLP and Third-Party Defendants Barry J. Friedberg, Esq., and Leonard A. Rodes, Esq.

File No. 50031.2179

To: All Parties and Counsel of Record (via ECF)